

FIRST AMENDMENT TO  
AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES  
OF CUMBERLAND COUNTY COLLEGE  
AND  
THE STAFF ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE  
2014-2017

This First Amendment to the 2014-2017 Collective Bargaining Agreement by and between the Board of Trustees of the Cumberland County College, a New Jersey County College (the "College") with its principal offices located at College Drive, Vineland, New Jersey and the Cumberland County College Staff Association (the "Association"), an employee collective bargaining unit of the Cumberland County College, is dated as of the 11<sup>th</sup> day of February, 2015.

WHEREAS, the College and the Association previously negotiated a Collective Bargaining Agreement (the "Agreement") for the fiscal years commencing July 1, 2014 and ending June 30, 2017 governing certain terms and conditions of employment for employees assigned to the Association's bargaining unit, such Agreement which was reduced to writing and executed by the parties thereto in June of 2014; and

WHEREAS, pursuant to Article VIII, Section A(1)(a) of the Agreement, among other matters addressed therein, a two (2%) percent salary increase was scheduled to take effect for Association members for the fiscal year commencing July 1, 2015 and ending June 30, 2016; and

WHEREAS, in an effort to present a balanced budget for the 2015-2016 fiscal year to its Board of Trustees the College Administration has requested that the Association forgo the previously scheduled salary increase under the Agreement for that fiscal year; and

WHEREAS, the Association has agreed to forgo the scheduled two (2%) percent salary increase for its members for the 2015-2016 fiscal year, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual premises set forth hereinabove and for other good and valuable consideration, the parties hereto hereby agree to amend the Agreement as follows:

1. Waiver of 2015-2016 Scheduled Salary Increase.

The Association agrees to waive and forgo the previously scheduled two (2%) percent salary increase for its members for the 2015-2016 fiscal year under Article VIII, Section A(1)(a) of the Agreement.

2. Contingent bonus.

In partial exchange for the Association's salary concession set forth in 1, above, the College and the Association (as one of several College employee bargaining units) agree to negotiate a one-time bonus to Association members, based on College 2015-2016 enrollment, once College enrollment growth exceeds two (2%) percent. The bonus will be negotiated by the respective Presidents of the College employee bargaining units and the College Administration.

3. Assisting Employee Recruitment and Retention.

During the remaining term of the Agreement, the Association and the College agree to cooperate to improve College employee recruitment and retention, with the understanding that the College will take the lead in training employees in recruitment and retention activities and making those activities and opportunities available for all employees.

4. No layoffs during 2015-2016 fiscal year.

In partial exchange for the Association's salary concession set forth in 1, above, the College guarantees the Association that there will be no layoffs of Association members during the 2015-2016 fiscal year. Discipline of employees, including termination, for cause unrelated to budgetary considerations, is not affected by this guarantee.

5. Contingent upon other Associations' participation.


The Association's salary concession set forth in 1, above is contingent upon all College employee bargaining units with current written collective bargaining agreements that contain a scheduled two (2%) percent salary increase for their members for the 2015-2016 fiscal year joining in comparable contract amendments forgoing that scheduled increase and containing terms substantially identical to the terms set forth herein.

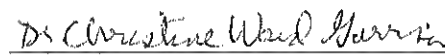
6. Agreement remains in force.

Except as amended hereby, all of the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Cumberland County College Staff Association has caused the Agreement to be signed by its duly elected officers, who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

CUMBERLAND COUNTY COLLEGE

  
\_\_\_\_\_  
Chair, Board of Trustees

  
\_\_\_\_\_  
Secretary, Board of Trustees

2/19/15  
\_\_\_\_\_  
Date

STAFF ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE

  
\_\_\_\_\_  
President, Staff Association

  
\_\_\_\_\_  
Secretary, Staff Association

2/20/15  
\_\_\_\_\_  
Date